

ATTACHMENT A to Hosted Practice Solutions Subscriber Agreement – Service Level Agreement for Hosted Practice Solutions Products

1. Application of Service Level Agreement

- 1.1. Covered Services.** This Service Level Agreement (“SLA”) covers West’s Hosted Practice Solutions Products.
- 1.2. Term and Termination.** This SLA will take effect from the date Subscriber’s order is processed by West and will apply to the Covered Service only. This SLA shall terminate upon the termination or expiration of this Subscriber Agreement. In the event of a conflict between Section 9 Term and Termination of this agreement and the State’s terms and conditions, the States term and conditions is control.

2. Definitions

- 2.1. General.** Where used in this SLA, unless stated otherwise, capitalized words and phrases shall have the respective meanings set forth herein. All references to paragraphs herein shall be deemed references to this SLA unless stated otherwise.
- “**Availability**” shall have the meaning set forth in paragraph 4.1.
- “**Covered Services**” means the West products and services as described in paragraph 1.1.
- “**Downtime**” means any identifiable and reproducible error, malfunction or defect resulting in the interruption to the Covered Services or that otherwise prevents access to the Covered Services.
- “**Error**” means a malfunction of some part of the Hosted Practice Solutions products of which West has received notification not including third party gateways and Internet connectivity or communication or extraordinary (non-traditional user search requirements) of which West has received notification.
- “**Force Majeure**” shall have the meaning set forth in paragraph 7.
- “**Measurement Period**” means the relevant calendar month during which a Covered Service is provided.
- “**Response Time**” shall have the meaning set forth in paragraph 5.1.
- “**Support**” shall have the meaning set forth in paragraph 3.1.
- 2.2. Other Terms.** Capitalized terms used herein without definition in the Glossary, are used as defined in this Subscriber Agreement.

3. Support

- 3.1. General.** During the term, West will use commercially reasonable efforts to respond and resolve Covered Services related queries and Error and Downtime incidents, in the manner set forth herein (“Support”).

3.2. Technical Support.

All subscribers have access to a service professional via an 800 telephone number or e-mail address. During the hours listed in section 3.3 a Customer Technical Support Representative is available to answer any Covered Services technical questions.

3.3. Contact Information.

Concourse Customer Technical Support:

Phone: 1-800-787-8717

E-mail: support.concourse@thomsonreuters.com

Hours: 24x7x365

Firm Central Customer Technical Support

Phone: 1-800-Westlaw (1-800-937-8529)

E-mail: techsupport@thomsonreuters.com

Hours: 24x7x365

Case Notebook-Hosted, Case Logistix-Hosted and Thomson

Reuters Intelligence Center

Customer Technical Support

Phone: 1-800-290-9378

E-mail: westlaw.softwaresupport@thomsonreuters.com

Hours: 6:30am to 7:30pm CT Monday through Friday

- 3.4. Changes in Support Practices.** West may modify the terms of this SLA from time to time, to reflect the changes in its support practices, provided that Subscriber is not materially adversely affected by such changes.

4. Availability

- 4.1. Availability.** West agrees to make the Covered Services available a minimum of 99% during each relevant calendar month during which a Covered Service is provided (“Availability”).

5. Response Time

5.1. Response to Subscriber.

West will make commercially reasonable efforts to address Errors and Downtime in a timely fashion. Response time (“Response Time”) means the time period permitted for West to classify the problem or incident according to its severity and nature. After receiving a telephone call from Subscriber, West will open a support ticket and commence a technical assessment of the problem.

In the event West discovers or is notified by Subscriber of the existence of an Error or Downtime, West will take actions reasonably necessary to determine the source of the Error or Downtime. If the problem is caused by a cause not attributable to West, then West will use commercially reasonable efforts to notify the party responsible and cooperate with such party to resolve the problem as soon as reasonably possible. If the source of the Error is within the control of West, then West will make commercially reasonable efforts to resolve the problem as expeditiously as practicable.

If a timely resolution to an Error or Downtime cannot be found, West may provide a temporary resolution which will be followed by a permanent resolution as soon as reasonably practicable thereafter.

6. Remedies

- 6.1.** In the event West grossly fails to comply with the terms of this SLA, and such a breach is not cured within 30 days of receipt of notice by Subscriber of an Error or Downtime, Subscriber shall be entitled to terminate this Subscriber Agreement by providing West with 30 days written notice. West’s failure to comply with the terms of this SLA shall not be deemed a “breach” under this Subscriber Agreement, unless there is a persistent and systematic failure by West to comply with the terms and conditions of this SLA.

Subscriber shall provide prior written notice to West of its intention to assert any remedies under this Subscriber Agreement, and shall allow West reasonable time to attempt to resolve any issues or concerns the Subscriber may have in connection with this SLA.

7. Force Majeure

- 7.1. Scope.** Any delays in or failure of performance by either party under this Subscriber Agreement shall not be considered a breach of this Subscriber Agreement if such delay or failure is caused by acts of God, unforeseeable circumstances, acts (including a delay or failure to act) of any governmental authority (de jure or de facto), embargoes, labor disputes, fire, floods, earthquakes, wars (declared or undeclared) or other military action, terrorism, sabotage, epidemics or other similar caused events beyond the reasonable control of the parties (“Force Majeure”).

- 7.2. Effect.** Neither party shall be liable for any loss or failure to perform its obligations under this Subscriber Agreement due to circumstances of Force Majeure. If such circumstances continue for more than three (3) months, either party may cancel any affected Covered Service immediately upon written notice.